

NOTE CHANGES MADE BY THE COURT

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14 UNITED STATES DISTRICT COURT
15 CENTRAL DISTRICT OF CALIFORNIA

16 OSCAR RAMIREZ, SR., LETICIA
17 MORENO, AND BOTH
18 SUCCESSORS IN INTEREST TO
19 OSCAR RAMIREZ, JR.,

20 Plaintiffs,

21 vs.

22 COUNTY OF LOS ANGELES,
23 DEPUTY BRYAN MORENO, AND
24 DOES 1-10, INCLUSIVE,

25 Defendants.

26 } Case No. CV 15-03062 AB (PLAx)
27 } Magistrate Judge Paul L. Abrams

28 }
29 } [PROPOSED] PROTECTIVE
30 } ORDER RE CONFIDENTIAL
31 } MATERIALS

32 Having reviewed and considered the Parties' Stipulation for Protective
33 Order Governing Confidential Information Produced During Discovery, good
34 cause showing therein, IT IS SO ORDERED:

35 1. Plaintiffs. Plaintiffs are OSCAR RAMIREZ, Sr. and LETICIA
36 MORENO, individually and as successors in interest to Oscar Ramirez, Jr.
37 (hereinafter "Plaintiffs").

38 2. Defendants. Defendants are County of Los Angeles and Deputy
39 Bryan Moreno (hereinafter "Defendant County" and "Deputy Moreno",

1 respectively; collectively referred to hereinafter as "Defendants" (Plaintiffs and
2 Defendants are collectively referred to hereinafter as "the Parties").

3 3. Disclosing Party. Disclosing Party shall refer to Defendant County.

4 4. Receiving Party. The Receiving Parties are the Plaintiffs and their
5 agents as set forth in Paragraph Nos. 17 and 18 of this Protective Order.

6 5. Case Summary. This case arises from Plaintiffs' allegations that
7 Defendants violated their rights based on the October 27, 2014 incident involving
8 Decedent Oscar Ramirez, Jr. ("Decedent").

9 6. Good Cause Statement and Confidential Materials. Defendants
10 anticipate that during discovery in this action they will exchange documents,
11 items, or materials and other information that contain sensitive and confidential
12 information that derives actual or potential value from not being generally known
13 to the public and are the subject of reasonable efforts to maintain their
14 confidentiality. Defendants believe, in good faith, that these documents and/or
15 writings are protected by the Official Information Privilege, the right to privacy
16 guaranteed in Federal Constitution, First Amendment and California Constitution,
17 Article I, Section I, and various California Government, Penal, and Evidence
18 Code sections, and thus protected from disclosure. This will be accomplished by
19 affixing to such document or writing a legend, such as "CONFIDENTIAL" or
20 "CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER" or words of similar
21 effect. Documents and writings so designated, hereinafter, collectively,
22 ("Confidential Information"), shall be treated in accordance with the terms of this
23 stipulation/protective order. Documents, writings and things to be designated as
24 such, include the following:

25 a) Any material relating to or regarding the personnel files and/or
26 records of Deputy Moreno of the Los Angeles County Sheriff's Department
27 ("LASD");

28 b) Any material relating to incidents involving Plaintiffs or

1 Decedent containing sensitive and private information regarding third parties;

2 7. Interests In Favor Of Protective Order. This Order is necessary to
3 expedite discovery, while maintaining confidential and private information of
4 Defendants and third parties, and it is necessary to protect parties or persons from
5 annoyance, embarrassment, oppression, or undue burden or expense. Further,
6 disclosure of such information without a protective order may compromise the
7 safety of Defendants and third parties.

8 8. Stipulation. The Parties are entering into this Stipulation for
9 Protective Order to protect against any improper disclosure or risk of
10 circumvention of law that might result from disclosure of sensitive and
11 confidential information as described in this Order. To informally resolve this
12 discovery matter, the Parties have agreed to this Stipulation for Protective Order
13 that carefully limits the use and dissemination of the Confidential Information.

14 9. Confidential Information. This Protective Order shall apply to all
15 Confidential Information, produced by Disclosing Party to the Receiving Party.
16 The Confidential Information may be contained in originals and copies of
17 relevant interrogatory responses obtained from Disclosing Party in this matter;
18 originals and copies of relevant documents responsive to requests for production
19 of documents obtained from the Disclosing Party in this matter; and originals and
20 copies of transcripts, video recordings, and audio recordings of any deposition
21 taken in this matter during which the Confidential Information is used,
22 mentioned, reviewed, discussed, and/or referred to. The Confidential Information
23 shall be subject to this Protective Order as follows:

24 10. Storage Of Confidential Information. Immediately upon production
25 by the Disclosing Party, attorneys for the Receiving Party shall personally secure
26 and maintain the Confidential Information in their possession. The Confidential
27 Information shall not, under any circumstances, be left in an open or unsecured
28 location where unauthorized persons (such as unauthorized employees of counsel,

1 cleaning personnel, etc.) might have access to them.

2 11. Confidential Information Legend. All documents containing
3 Confidential Information shall be stamped "CONFIDENTIAL" or
4 "CONFIDENTIAL – SUBJECT TO PROTECTIVE ORDER" or words of similar
5 effect. Such stamp shall not obscure the document.

6 12. Limitation Of Use Of Confidential Information. Attorneys for the
7 Receiving Party shall not cause or knowingly permit disclosure of the contents of
8 the Confidential Information, in any manner, including orally, beyond the
9 disclosure permitted under the terms and conditions of this Order. Any such
10 disclosure shall be construed as a violation of this Order, except when used for
11 purposes of this litigation as described in Paragraph Nos. 15 and 16 of this
12 Protective Order.

13 13. Testimony Regarding The Confidential Information. In the case of
14 depositions, any party may designate all or any portion of the deposition
15 testimony given regarding the Confidential Information in this litigation as
16 Confidential Information orally during the deposition. Any questions intended to
17 elicit testimony regarding the contents of the Confidential Information shall be
18 conducted only in the presence of persons authorized to review the Confidential
19 Information as provided in this Order. Any deposition transcript containing such
20 questions and testimony shall be subject to the same protections and precautions
21 applicable to the Confidential Information.

22 14. Inadvertent Disclosure. If the Disclosing Party inadvertently
23 produces any Confidential Information without designating it as such, it may be
24 remedied by (1) promptly notifying the other parties of the error; and (2)
25 providing a substitute copy of the Confidential Information with a proper legend.
26 In that event, the Receiving Parties who have obtained inadvertently produced
27 undesignated Confidential Information will: (1) return the previously produced
28 Confidential Information and destroy all copies thereof; and (2) if the Receiving

1 Party has already disseminated the Confidential Information to any person, the
2 Receiving Party will notify all such persons the information was disseminated to
3 the Confidential Information in writing of the need to return such Confidential
4 Information and not to further disseminate it. This provision applies to any and
5 all Confidential Information produced to the Receiving Party.

6 15. Limitations On The Non-Litigation Use Of Confidential
7 Information. The confidentiality of the Confidential Information received from
8 Defendants during discovery in this action shall be maintained, and all
9 Confidential Information exchanged will be used solely for the litigation of this
10 action entitled. Specifically, the Receiving Party may not use such documents,
11 records, or other information (or the contents thereof) for any other purpose,
12 including use as background material, or for inclusion in books, magazines,
13 newspapers, or other publications. The Receiving Party is prohibited from
14 placing any of the Confidential Information on the Internet.

15 16. Court Filings. If necessary in the judgment of attorneys for
16 Receiving Party, said attorneys may show or reveal the contents of the
17 Confidential Information to the court only pursuant to Local Rule 79-5 or Ninth
18 Circuit Rule 27-13. Good cause must be shown for any under seal filing.
19 Receiving Party will inform the Court and Parties of any Confidential Information
20 it intends to present during trial so appropriate measure may be considered by the
21 Court that may be necessary to protect the Confidential Information. Receiving
22 Party's presentation of Confidential Information during trial will not require
23 compliance with the written consent as set forth in Paragraph No. 18 below.

24 17. Other Persons Authorized To Review Confidential Information. The
25 Receiving Parties' attorneys of record may review copies of the Confidential
26 Information covered by this Order. Also, Defendants, including officers,
27 directors, employees, and experts thereof may be permitted to review the
28 Confidential Information. Additionally, expert witnesses and other individuals

1 and entities that may be employed or retained by the Receiving Party to assist in
2 the preparation and/or the litigation of this action may be permitted to see
3 originals and obtain copies of the Confidential Information covered by this Order,
4 provided such experts and employees have first executed the written statement set
5 forth in Paragraph No. 18 below, and comply with the provisions of that section.
6 Counsel for Receiving Parties shall insure the enforcement of this protective order
7 on their office staff, including, but not limited to, paralegals and secretaries. The
8 Parties' attorneys may review the Confidential Information with the Parties they
9 represent subject to the limitations set forth in Paragraph 19.

10 18. Applicability Of Order To Other Persons. Prior to the disclosure of
11 any Confidential Information to any person described above, ^{Receiving the Court and (and) personnel} ~~any~~ ^{for} attorneys for the
12 Receiving Party who seeks to use or disclose such Confidential Information shall
13 first provide any such person with a copy of this Order, and shall cause him or her
14 to execute the following acknowledgment:

15 "I, _____, do solemnly swear
16 that I am fully familiar with the terms of the Stipulated
17 Protective Order entered in this action and hereby agree to
18 comply with and be bound by the terms and conditions of the
19 said Order with respect to the handling, use and disclosure of
20 each Confidential Document. I understand that I may be
21 subject to penalties for contempt of Court if I violate this Order
22 and hereby consent to the jurisdiction of said Court for
23 purposes of enforcing this Order.

24 Dated: _____ /s/ _____ "

25 This written requirement applies to, but is not limited to, expert witnesses and
26 other individuals and entities that may be employed or retained by the Receiving
27 Party's counsel to assist in the preparation and/or the litigation of this action. The
28 Receiving Party shall be responsible for maintaining the signed original of each

1 such written statement until the conclusion of these proceedings, including any
2 appeal.

3 19. Plaintiff's Possession of Materials. Plaintiff may not have
4 possession of any Confidential Information, or material derived therefrom.
5 Further, Plaintiff's attorneys or agents may not show, reveal, or communicate to
6 Plaintiff or, in any other way, share with Plaintiff any of the Defendants' personal
7 identification information, including, but not limited to, addresses, phone
8 numbers, and family relations.

9 20. No waiver of objections. Nothing in this Stipulation and Order
10 constitutes any decision by the Court concerning discovery disputes or the
11 admission into evidence of any specific document or testimony or liability for
12 payment of any costs of production or reproduction of documents. This Order
13 also does not constitute a waiver by any party of any right to object to discovery
14 or admission into evidence of any document, record, testimony or other
15 information that is subject to this Order. Nor do Defendants waive any privileges,
16 including, but not limited to, the investigatory files or official information
17 privileges, *see, e.g., Weiner v. FBI*, 943 F.2d 972, 985 (9th Cir. 1991), or *Miller v.*
18 *Pancucci*, 141 F.R.D. 292 (C.D. Cal. 1992), by entering into this order.

19 21. Subpoena for Confidential Information. In the event that the
20 Receiving Party receives a subpoena, discovery request, or other legal process
21 seeking production of Confidential Information, the Receiving Party must give
22 prompt written notice to the Disclosing Party. The Receiving Party shall inform
23 the person or entity seeking the information of the existence of this Stipulation
24 and Order and shall not produce the Confidential Information absent a Court
25 Order requiring such production.

26 22. Modification. For good cause, any party may seek a modification of
27 this Order, first by attempting to obtain the consent of the other parties to such
28 modification, and then, absent consent, by application to this Court.

1 23. Challenging Confidential Designation. Receiving Party shall initiate
2 the dispute resolution process by providing written notice of each designation it is
3 challenging and describing the basis for each challenge. The written notice must
4 recite that the challenge to confidentiality is being made in accordance with this
5 paragraph of the Protective Order. The Parties shall attempt to resolve each
6 challenge in good faith and must begin the process by conferring within 14 days
7 of the date of service of notice. In conferring, Receiving Party must explain the
8 basis for its belief that the confidentiality designation was not proper and must
9 give Defendants an opportunity to review the designated material, to reconsider
10 the circumstances, and, if no change in designation is offered, to explain the basis
11 for the chosen designation. Receiving Party may seek judicial intervention only
12 after engaging in this meet and confer process. Local Rule 37 must be followed
13 in presenting a dispute to the Court.

14 24. Return of Confidential Information. No more than thirty (30)
15 calendar days after the conclusion of this case the Receiving Party and every
16 other person and/or entity who received originals or copies of the Confidential
17 Information shall return all originals, copies of the Confidential Information, and
18 material derived therefrom, including, but not limited to, all log(s) of persons
19 authorized to review the protected documents and the written statement(s)
20 acknowledging the terms and provisions of this Order pursuant to Paragraph
21 No. 18 of this Order, to the Disclosing Party care of:

22 Dennis M. Gonzales, Esq.
23 Raymond W. Sakai, Esq.
24 James S. Eicher Jr., Esq.
25 Arnold F. Lee, Esq.
26 Lawrence Beach Allen & Choi, PC
27 100 West Broadway, Suite 1200
28 Glendale, California 91210-1219

27 Alternatively, the Receiving Party and every other person and/or entity who
28 received originals or copies of the Confidential Information may destroy all such

1 material and material derived therefrom within thirty (30) calendar days after the
2 conclusion of this case. Additionally, within thirty (30) calendar days after the
3 conclusion of this case, counsel for the Receiving Party shall send a signed
4 declaration stating that such material has been destroyed pursuant to this
5 Protective Order. This case has concluded when (i) a final judgment has been
6 entered by the Court or the case has otherwise been dismissed with prejudice; (ii)
7 the time for any objection to or request for reconsideration of such a judgment or
8 dismissal has expired; (iii) all available appeals have concluded or the time for
9 such appeals has expired; (iv) any post-appeal proceedings have themselves
10 concluded; or (v) after payment of monies due, if any, to Plaintiff and/or their
11 attorneys, whether via judgment, settlement or otherwise.

12 25. Survivability Of This Protective Order. This Stipulation and
13 Protective Order shall survive the termination of this action, and the Court shall
14 retain jurisdiction to enforce it.

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16 IT IS SO ORDERED.
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18 Dated: _____
19 10/12/15


Honorable Paul L. Abrams
United States Magistrate Judge

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